

## WARRANTY DEED

**Know all Men by these Presents,****024924**

**That** the City of Waterville, a municipal corporation located in the County of Kennebec, State of Maine

in consideration of One Dollar (\$1.00) and other valuable consideration

paid by Family Entertainment Center, Inc., a duly organized Maine corporation located in Somerset County, State of Maine, and

whose mailing address is RFD #1, Box 1040, Fairfield, Maine 04937,

the receipt whereof it does ~~xxx~~ hereby acknowledge, does hereby **give, grant, bargain, sell and**

**convey** unto the said Family Entertainment Center, Inc., its

successors ~~xxx~~ and assigns forever, a certain lot or parcel of land situated on the easterly side of the Airport Road in the City of Waterville, County of Kennebec and State of Maine being more particularly described as follows to wit:

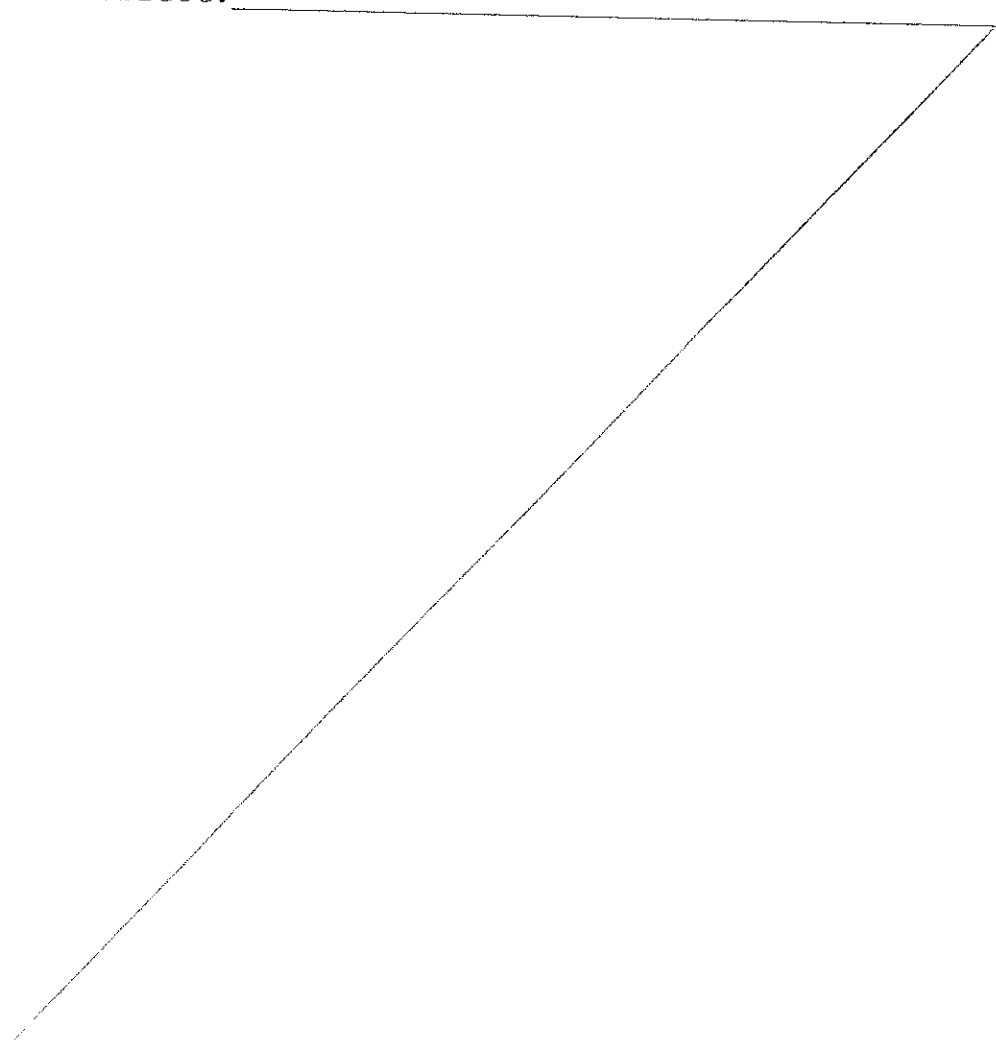
Beginning at a 5/8" iron rod found in the easterly line of the Airport Road at the southwest corner of land now or formerly owned by William S. and Norene E. Silsby, said Silsby's deed is recorded in the Kennebec County Registry of Deeds Book 1937, Page 196; Thence south sixty-two degrees seven minutes east (S62°7'E) along the southerly line of land of said Silsby for two hundred fifty and zero tenths (250.0') feet to a point in the southerly line of land of said Silsby; Thence south forty-one degrees fifty-five minutes west (S41°55'W) along land to be retained by the Grantor herein for two hundred six and two tenths (206.2') feet to a point; Thence north sixty-two degrees seven minutes west (N62°07'W) along land to be retained by the Grantor for two hundred and zero tenths (200.0') feet to a point in the easterly line of the Airport Road; Thence north twenty-seven degrees fifty-three minutes east (N27°53'E) along the easterly line of the Airport Road for two hundred and zero tenths (200.0') feet more or less to the point of beginning.

Meaning and intending to convey a parcel of land containing forty-five thousand (45,000) square feet and being a portion of the premises conveyed to the Grantor herein by Deed of Airways, Inc., dated December 18, 1940 and recorded in the Kennebec County Registry of Deeds Book 771, Page 236.

Excepting and reserving from this conveyance an easement and right of way, in perpetuity, to the City of Waterville to cross the property herein conveyed said easement and right of way to begin in the Airport Road to a point beyond the property of the Grantee where an aviation beacon is presently located.

Further excepting and reserving unto the Grantor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinbefore-described together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used for navigation of or flight in said airspace, for landing on, taking off from, or operating at Waterville-Robert LaFleur Airport.

The Grantee expressly agrees for itself, its successors and assigns, the following as covenants that will run with the land that is the subject of the conveyance herein, as follows:

1. A restriction of the height of structures, including appurtenances, objects of natural growth and other objects of development on the hereinbefore-described real property to a height of not more than 335' above mean sea level along the easterly property line of said property, thence rising in a westerly direction on a 7:1 slope (1' vertically upward for each 7' horizontally outward) to a height of 445' above mean sea level; said westerly direction being perpendicular to the centerline of Runway 5-23.
  2. A prohibition on the real property hereinbefore-described any activity that would interfere with or be a hazard to the flight of aircraft over the land or to and from the Waterville Robert LaFleur Airport, or which would interfere with air navigation and communication facilities serving the airport.
  3. A prohibition on erecting any manmade object or installation or use of any exterior lighting without the prior written approval of the City of Waterville; and that there will not be any alteration or change in the location or height of any buildings or appurtenances thereto or any structure or alter or change the vertical or horizontal angle, type, location, or height of any exterior lighting fixture, without subsequent prior written approval of the City of Waterville.
  4. That Grantee, its successors and assigns, will start construction after closing, and will substantially complete construction of a proposed entertainment center within one year of closing; failure to substantially complete construction within one year of closing will cause a reversion of the property to the Grantor and a return of the purchase price to the Grantee. Compliance with the requirement to substantially complete the construction will cause this covenant to be considered met and to no longer be of any force and effect.
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heirs and assigns, to them and their use and behoof forever.

In Witness Whereof,

, the said City of Waterville

XandX

XX ~~husband~~ wife of the said X

XX joining in this deed as Grantor, and relinquishing and conveying all rights by descent and all other rights

in the above described premises, <sup>has</sup> have hereunto set hand and seal this 17<sup>th</sup> day of the month of October, A.D. 1988 ..

Signed, Sealed and Delivered

in presence of

.....  
*Chene R. Stachope*  
 .....

Judy C. Keny  
Judy C. Keny, Mayor

State of Maine, County of Kennebec

BB: October 17, 19 88.

Then personally appeared the above named

Judy C. Kany, Mayor

and acknowledged the foregoing instrument to be her free act and deed.

Before me,

*Margaret E. Jones*.....  
Notary Public  
~~ANNO DOMINI 1900~~

Printed Name, Margaret E. Jones

RECEIVED KENNEDY SS.  
1990 OCT 20 AM 9:00